



COUNTY OF LOS ANGELES

**REGISTRAR-RECORDER/COUNTY CLERK**

12400 IMPERIAL HWY. - P.O. BOX 1024, NORWALK, CALIFORNIA 90651-1024

**CONNY B. McCORMACK**  
Registrar-Recorder/County Clerk

June 12, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVE AGREEMENT BETWEEN THE  
CALIFORNIA SECRETARY OF STATE AND THE COUNTY OF LOS ANGELES  
REGARDING VOTING SYSTEM DOCUMENTATION AND EQUIPMENT  
(ALL DISTRICTS - 3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chairman to sign the attached Agreement (Agreement) with the California Secretary of State (SOS) regarding Voting System Documentation and Equipment.
2. Delegate authority to the Registrar-Recorder/County Clerk (RR/CC), or her designee, to amend the Agreement in accordance with any further mutually agreed upon criteria, expansion, or limitation as may be necessary to allow the SOS to conduct the MTS review while protecting the security and integrity of the County's data sets and mainframe applications, provided that County Counsel approval is obtained prior to executing such amendments.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

The purpose of this recommended action is to ensure Los Angeles County's compliance with the SOS review of voting systems that are certified for use in California. The authority cited by the SOS to conduct said review is Section 19222 of the California Elections Code.

The Agreement will authorize the review team identified by the SOS full access to the MTS while protecting the confidentiality of the County's proprietary system, source code and documentation.

**Implementation of Strategic Plan Goals:**

This request supports the County Strategic Plan as follows:

**Goal No. 1: Service Excellence:** Provide the public with easy access to quality information and services that are both beneficial and responsive. The Agreement supports efforts to assure the public of the transparency, integrity and viability of Los Angeles County's vote tabulation system.

**Goal No. 3: Organizational Effectiveness:** Ensure that service delivery systems are efficient, effective, and goal-oriented. The Agreement facilitates continued certification and state approval of Los Angeles County's vote tabulation system, which is critical to the accurate, transparent, and secure administration of federal, state and local elections.

**FISCAL IMPACT/FINANCING:**

There is no cost to the County of Los Angeles associated with this Agreement. The SOS confirmed in the May 30<sup>th</sup> letter that the County will not be responsible for the cost of the review pursuant to Section 19222 of the Elections Code.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

The RR/CC is responsible for conducting federal, state and local elections in accordance with the California Elections Code. In conjunction with that responsibility, the RR/CC must ensure that all voting systems utilized in administering elections in Los Angeles County meet applicable state and federal voting systems certification requirements.

The RR/CC currently utilizes a blended voting system where paper-based ballots are tabulated on the County's MTS vote tabulation system. MTS is a County-owned and developed system maintained and supported by the County's Internal Services Department (ISD). In this regard, the County is considered a voting systems vendor. MTS was certified for use as part of the Los Angeles County blended voting system and has been used successfully and accurately to tabulate ballots since 1998.

On May 15, 2007, the SOS notified the RR/CC of her intent to initiate a review of all voting systems certified for use in California and, more specifically, to conduct a review of the County's MTS and related components. In consultation with County Counsel, the RR/CC responded to the SOS on May 18, 2007 requesting clarification of issues related to the manner and location in which the review would be conducted.

On May 30, 2007, the SOS responded to the RR/CC and provided a copy of Agreement Number 06158101 between the SOS and the Regents of the University of California, which describes all aspects of the review of voting systems and the manner in which it will be conducted. The SOS also provided unsigned copies of the Conflict of Interest Statement SOS review team members will be asked to sign and a listing of the University of California team members identified to date as participating in the review. In this letter the SOS indicated the review would be conducted at no cost to the County and affirmed their agreement to conduct a significant portion of the MTS review on site at the RR/CC Headquarters in Norwalk.

The Agreement your Board is considering was transmitted with the May 30<sup>th</sup> letter from the SOS. The executed Agreement will authorize designated SOS review team members full access to the following components of the MTS:

- The MTS v. 1.3.1 executable code and source code, for which the County is the vendor.
- The documentation for the voting system, including all technical data packages, schematics, user guides and instructions, whether public, proprietary or confidential.
- The LRC 1000 CPM ballot card reader, microcomputers, mainframe or other central server computer, and all cables, disks or other items needed to operate all aspects of the voting system.

The County's interpretation of the parameters associated with the review of MTS is that access will be limited to election-specific systems and technology and will in no way expand to other County data sets, computer programs or mainframe systems.

The Agreement was drafted by and submitted to the RR/CC by the SOS. The Agreement and associated documentation has been reviewed by County Counsel and representatives from the Office of the Chief Information Officer (CIO) and the Internal Services Department (ISD).

#### **CONTRACTING PROCESS:**

There was no contracting process associated with this Agreement.

#### **IMPACT ON CURRENT SERVICES:**

Approval of the Agreement will ensure the RR/CC remains compliant with state voting systems' certification requirements and with the discretionary review of voting systems being conducted by the SOS.

Honorable Board of Supervisors  
June 12, 2007  
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**CONCLUSION:**

Upon approval and execution of the Agreement, it is requested that the Executive Officer/Clerk of the Board, return one adopted stamped copy of the approved Board letter and two originally signed copies of the Agreement to:

County of Los Angeles  
Registrar-Recorder/County Clerk  
12400 Imperial Highway, Room 7201  
Norwalk, CA 90650

Attention: Dean Logan, Chief Deputy  
Registrar-Recorder/County Clerk

Respectfully submitted,

  
Conny B. McCormack  
Registrar-Recorder/County Clerk

CBM:DCL

Attachments

c: Chief Administrative Office  
County Counsel  
Chief Information Office  
Internal Service Department

**Agreement Between the California Secretary of State  
and the County of Los Angeles  
Regarding Voting System Documentation and Equipment**

**I. Introduction**

a. This Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, between the California Secretary of State ("State") and the County of Los Angeles ("Vendor"). This Agreement pertains to the voting system described as follows:

County of Los Angeles InkaVote Optical Scan Voting System  
Microcomputer Tally System (MTS) version 1.3.1  
LRC 1000 CPM Card Reader  
InkaVote Vote Recorder Device

b. This Agreement is intended to accomplish each and all of the following:

1. Protect the intellectual and other property of Vendor from unauthorized disclosures and misuse.
2. Provide the Secretary of State with tools, including the analysis of source codes used in voting systems manufactured by the Vendor and other documentation and components of Vendor's voting system, to help ensure that voting systems approved for use in California elections are accurate, reliable, secure and protect the voters' secret ballot from unauthorized disclosure. In this regard, it also the intent of this Agreement to:
  - A. Permit the State, or through a designee ("Provider") that agrees to and does fully protect the intellectual property of Vendor of the described voting system from unauthorized disclosures and misuses, to fully analyze on behalf of the State, if requested by the State, the source codes used in the described voting system and other documentation and components regarding the voting system to ensure that the voting system is accurate, reliable, secure and protects the voters' secret ballot from unauthorized disclosure and is suitable for use in California elections, subject to the provisions of Paragraph III.b of this Agreement, relating to a non-disclosure agreement.
  - B. Permit persons ("Examiners") to examine the voting system described above, except for source codes, to assist in determining whether the voting system is accurate, reliable, secure and protects the voters' secret ballot

from unauthorized disclosure and is suitable for use in California elections, subject to the provisions of Paragraph III.b of this Agreement, relating to a non-disclosure agreement.

c. This Agreement shall be effective upon execution by both parties and shall remain in effect until it is terminated by the written agreement of both parties to this Agreement.

d. Capitalized terms have the meanings as provided in this agreement.

## **II. Vendor Obligations**

The Vendor agrees as follows:

a. To provide to the State, or to the State's Provider or Providers, access to a working version of the voting system described above, subject to the provisions of Paragraph III.b of this Agreement, relating to a non-disclosure agreement;

b. To provide to the State, or to the State's Provider or Providers, a true copy of all firmware and software used in any component of the voting system described above, including source codes and any commercial off-the-shelf software or firmware, including source codes, that is available and disclosable by the vendor, subject to the provisions of Paragraph III.b of this Agreement, relating to a non-disclosure agreement. If so requested by the State, the firmware and software provided shall include a non-exclusive, non-transferable royalty free license, without the right of sublicense, for the State's Provider or Providers to possess and utilize the source code, object code, and any associated materials and hardware, subject to the provisions of Paragraph III.b of this agreement, relating to a non-disclosure agreement. If requested by the State, the Vendor further agrees to provide with such firmware and software, and any associated materials, ("Documentation") for the sole purpose of allowing the State or the State's Provider or Providers to conduct an analysis on behalf of the State of the security, accuracy, functionality, reliability, accessibility, privacy, usability, complexity, manageability, dependence on commercial off-the-shelf ("COTS") software, programming style, documentation adequacy, and/or other engineering properties of the voting system described above, subject to the provisions of Paragraph III.b of this agreement, relating to a non-disclosure agreement.

## **III. State Obligations**

a. The State agrees to maintain fully the confidentiality of the contents of the voting system described above, including the hardware, firmware and software, and the related Documentation, provided to it or to the State's Provider or Providers or Examiners, so as to protect the proprietary interests of Vendor from unauthorized disclosure or misuse.

b. No Provider or Examiner of the State, in the absence of specific authorization by Vendor in writing, shall be permitted by State to analyze or examine any of the engineering or design features of the voting system, including hardware, firmware or software, including source codes, unless the person has executed and delivered to the State a Non-Disclosure Agreement, a copy of which is attached hereto as Attachment "A" and incorporated herein by reference.

- c. Vendor may, in writing, authorize exceptions to any of these obligations.

#### **IV. Miscellaneous Provisions.**

- a. Notices under this Agreement shall be given in writing and delivered by overnight courier or other method that provides proof of receipt. Notices will be effective when delivered to the addresses set forth below. Any party may change its address for purposes of giving notice by providing notice in the manner stated herein to the other parties.
- b. This Agreement states the entire agreement of the parties concerning the subject matter hereof, and supersedes all prior agreements concerning such subject matter, whether oral or written. This Agreement may be modified only in a written document that is signed by the duly authorized representatives of all parties and which expressly indicates that it amends this Agreement.
- c. This Agreement shall be governed and construed under the laws of the State of California.

**THE PARTIES INDICATE THEIR INTENTION TO BE BOUND BY THIS AGREEMENT  
THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES  
SET FORTH BELOW.**



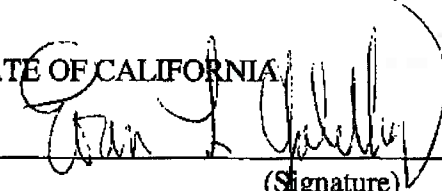
VENDOR

By: \_\_\_\_\_  
(Signature)

Name and Title: \_\_\_\_\_  
(Printed or Typed)

Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF CALIFORNIA

By:  \_\_\_\_\_  
(Signature)

Evan Goldberg  
Chief Deputy Secretary of State  
1500 11<sup>th</sup> Street, 6<sup>th</sup> Floor  
Sacramento, CA 95814





**DEBRA BOWEN** | SECRETARY OF STATE | STATE OF CALIFORNIA  
1500 11th Street, 6th Floor | Sacramento, CA 95814 | Tel (916) 653-7244 | Fax (916) 653-4620 | [www.sos.ca.gov](http://www.sos.ca.gov)

May 30, 2007

Conny B. McCormack  
Registrar-Recorder/County Clerk  
County of Los Angeles  
P.O. Box 1024  
Norwalk, CA 90651-1024

**BY E-MAIL AND FAX 562-929-4790**

**Re: Top-To-Bottom Review of Los Angeles County Voting System**

Dear Ms. McCormack:

I am responding to your letter dated May 18, 2007. First, the County of Los Angeles will not be responsible for the cost of the Secretary Of State's review, pursuant to Elections Code 19222, of the County's Microcomputer Tally System (MTS). Second, please find attached copies of the following documents:

- Agreement Number 06I58101 between the Secretary of State and the Regents of the University of California, which describes all aspects of the review of voting systems and the manner in which it will be performed.
- The Conflict of Interest Statement that each University of California team member must sign.
- The list of University of California team members participating in the review. Pursuant to Section 8 of Agreement Number 06I58101 between the Secretary of State and the Regents, additional team members may subsequently be added by mutual agreement between the parties.

Third, we plan to examine the following components of the County's voting system:

- The MTS v. 1.3.1 executable code and source code, for which the County is the vendor.
- The documentation for the voting system, including all technical data packages, schematics, user guides and instructions, whether public, proprietary or confidential.
- The LRC 1000 CPM ballot card reader, microcomputers, mainframe or other central server computer, and all cables, disks or other items needed to operate all aspects of the voting system.

Conny B. McCormack  
May 30, 2007  
Page 2

Based on the information you have provided regarding the physical configuration of the MTS voting system, we will agree to conduct the red team testing portion of the review at your facility. Please contact me so that we can make scheduling and other necessary arrangements for this portion of the review. The red team testing of the MTS voting system will be conducted using the same methodology applied to all other voting systems reviewed, as described in Section 5 of Agreement Number 06I58101.

As with all of the other voting systems included in the review, the review of the MTS system's source code and documentation will be performed in secure offsite locations, also pursuant to Section 5. Electronic versions of any part or all of the documentation are preferred. Also, to afford the UC team members full access to the MTS voting system while protecting the confidentiality of the County's proprietary system, source code and documentation, please execute and return the enclosed "Agreement Between the California Secretary of State and the County of Los Angeles Regarding Voting System Documentation and Equipment." It includes as Attachment A the "Confidentiality and Other Restrictions" agreement between the Secretary of State and the Regents, which must be signed by the Principal Investigators and all University of California team members before they are allowed access to confidential or trade secret materials, including source code. **Please return the signed agreement, together with the source code and documentation, by overnight delivery for receipt at our office on June 1, 2007.**

The County of Los Angeles is in the unique position of acting as its own vendor for purposes of the MTS voting system. For this reason, no nondisclosure agreement will be required for County employees you designate to observe the onsite testing of the MTS voting system. County employees will not be permitted to listen, however, to any conversation between team members in which confidential or proprietary information concerning another vendor's voting system is discussed.

Thank you for your anticipated cooperation. Please feel free to contact me if you have any questions or concerns.

Sincerely,



Lowell Finley  
Deputy Secretary of State  
Voting Systems Technology and Policy

Encls.: (4)

AGREEMENT NUMBER
06158101
REGISTRATION NUMBER
28800507217958

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Secretary of State

CONTRACTOR'S NAME

Regents of the University of California

2. The term of this Agreement is: May 4, 2007 or upon approval date by General Service, if required, whichever is later through August 31, 2007
3. The maximum amount of this Agreement is: \$ 1,832,500.00  
One million eight hundred thirty-two thousand five hundred dollars and zero cents.
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Scope of Work	11 pages
Exhibit A-1 - Task Order	1 pages
Exhibit B - Budget Detail and Payment Provisions	2 pages
Exhibit B-1 - Deliverable Cost Detail	2 pages
Exhibit C* - General Terms and Conditions	GIA 101
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	1 pages
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E - Additional Provisions	0 pages
Exhibit F - HAVA Activity Report	1 pages

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Regents of the University of California (UC)

BY (Authorized Signature)

*Samuel A. Evans*

DATE SIGNED (Do not type)

5/8/07

PRINTED NAME AND TITLE OF PERSON SIGNING

SAMUEL A. EVANS

ADDRESS

Research Administration Office, Office of the President  
1111 Franklin St. 5<sup>th</sup> Floor, Oakland CA 94607-5200

STATE OF CALIFORNIA

AGENCY NAME

Secretary of State (SOS)

BY (Authorized Signature)

*Dora Mejia*

DATE SIGNED (Do not type)

5-9-07

PRINTED NAME AND TITLE OF PERSON SIGNING

Dora Mejia, Chief, Management Services

ADDRESS

1500 11<sup>th</sup> Street, Sacramento, CA 95814

California Department of General  
Services Use Only

APPROVED

MAY 16 2007

DEPT OF GENERAL SERVICES

*Kyatis*

**EXHIBIT A**  
**(Standard Agreement)**

**SCOPE OF WORK**

In accordance with the California Secretary of State (SOS) Interagency Master Services Agreement 06158032 with Regents of the University of California, hereafter referred to as "UC", the SOS is entering into this subsidiary agreement with the UC. Interagency Master Services Agreement, 06158032, and all amendments, are hereby incorporated by reference and made part of this agreement. The UC agrees to provide the services described below for the Top to Bottom Review Project.

UC will conduct a review of voting systems currently certified for use in California under the general direction of the SOS to assess their security, accessibility, usability, reliability, accuracy and protection of ballot secrecy. This review will include equipment on which ballots are cast, vote tabulating devices, election management and tabulation programs, and associated firmware, software and peripheral devices, as well as procedures for operation supplied by the voting system vendor.

**1. Project Description**

UC shall assist the SOS in performance of duties under California Elections Code Section 19222 and pursuant to the SOS's authority as the state's chief election officer under Government Code Section 12172.5. Under the general direction of the SOS, UC shall conduct a review of voting systems currently certified for use in California to assess their security, accessibility, usability, accuracy, reliability and protection of ballot secrecy. As used here, "voting system" includes equipment on which ballots are cast, vote tabulating devices, election management and tabulation programs, and associated firmware, software and peripheral devices, as well as procedures for operation supplied by the voting system vendor.

**2. Project Scope and Organization**

The purpose of this review is to conduct a scientifically rigorous analysis of voting systems certified for use in California, including: analysis and testing of security features; review and analysis of relevant source code for the voting system software and firmware; review of the vendor's system documentation and specifications; review of reports and available data from Federal Independent Testing Authority (ITA), State of California and independent examinations and testing of the certified version of the system and, where relevant, similar versions of the system; review of available data related to the actual deployment and implementation of the system; and testing and observation to evaluate accessibility features for voters with disabilities and alternative language requirements.

The following certified voting systems are subject to examination and testing:

**Diebold GEMS 1.18.24/AccuVote**

- GEMS software, version 1.18.24
- AccuVote-TSX with AccuView Printer Module and Ballot Station firmware version 4.6.4
- AccuVote-OS (Model D) with firmware version 1.96.6
- AccuVote-OS Central Count with firmware version 2.0.12
- AccuFeed
- Vote Card Encoder, version 1.3.2
- Key Card Tool software, version 4.6.1
- VC Programmer software, version 4.6.1

**ES&S Unity 2.4.3.1/AutoMARK**

- Unity 2.4.3.1
  - Audit Manager v. 7.0.2.0
  - EDM v. 7.2.1.0
  - ESSIM v. 7.2.0.0
  - HPM v. 5.0.3.0
  - ERM v. 6.4.3.3



**EXHIBIT A  
(Standard Agreement)**

- Model 100 Precinct Scanner, version 5.0.0.0
- Model 550 Central Scanner, version 2.1.1.0
- Model 650 Central Scanner, version 1.2.0.0
- AutoMARK Information Management System (AIMS), version 1.0
- AutoMARK Voter Assist Terminal, version 1.0

**ES&S City and County of San Francisco Voting System**

- Optech III-P Eagle version HPS 1.30/APS 1.52
- Optech IV-C, Model 400 version 1.07(a) *(or version 1.08(c))*
- Unity version 2.4.3

**ES&S InkaVote Plus Precinct Ballot Counter Voting System, version 2.1**

- InkaVote Plus Precinct Ballot Counter with ADA unit, firmware version 1.10
- Unisyn Election Management System, version 1.1
  - Ballot Generation, version 1.1
  - Election Converter, version 1.1
  - Election Loader, version 1.1
  - Vote Converter, version 1.1
  - Vote Tabulation, version 1.1

**Hart Intercivic System 6.1**

- Ballot Now software, version 3.2.4
- BOSS software, version 4.2.13
- Rally software, version 2.2.4
- Tally software, version 4.2.8
- SERVO, version 4.1.6
- JBC, version 4.1.3
- eSlate/DAU, version 4.1.3
- eScan, version 1.2.0
- VBO, version 1.7.5
- eCM Manager, version 1.1.7

**Hart Intercivic System 6.2.1**

- Ballot Now software, version 3.3.11
- BOSS software, version 4.3.13
- Rally software, version 2.3.7
- Tally software, version 4.3.10
- SERVO, version 4.2.10
- JBC, version 4.3.1
- eSlate/DAU, version 4.2.13
- eScan, version 1.3.14
- VBO, version 1.8.3
- eCM Manager, version 1.1.7

**Sequoia WinEDS version 3.1.012/Edge/Insight/400-C**

- WinEDS, version 3.1.012
- AVC Edge Model I, firmware version 5.0.24
- AVC Edge Model II, firmware version 5.0.24
- VeriVote Printer
- Optech 400-C/WinETP firmware version 1.12.4
- Optech Insight, APX K2.10, HPX K1.42
- Optech Insight Plus, APX K2.10, HPX K1.42
- Card Activator, version 5.0.21
- HAAT Model 50, version 1.0.69L
- Memory Pack Reader (MPR), firmware version 2.15

**EXHIBIT A  
(Standard Agreement)**

**County of Los Angeles InkaVote Optical Scan Voting System**

- Microcomputer Tally System (MTS) version 1.3.1
- LRC 1000 CPM Card Reader
- InkaVote Vote Recorder Device

**3. UC Project Personnel**

The two UC Principal Investigators for the Project are Matthew Bishop, Professor in the Department of Computer Science and Co-Director of the Computer Security Laboratory, UC Davis, and David Wagner, Associate Professor in the Computer Science Division, UC Berkeley. Each of the voting systems to be reviewed will be assigned to one of three teams of qualified experts, which shall be responsible for conducting the review, examination and testing, as provided below, of that voting system. Each of the three teams will consist of two Senior Reviewers and at least five Associate Reviewers. The Principal Investigators may serve as Senior Reviewers. These teams will be further subdivided so that:

- One of the Senior Reviewers leads a team with at least two associates whose primary responsibility is the direct review of system architecture and source code, as detailed below;
- The second Senior Reviewer leads a second team with at least two associates whose primary responsibility is to conduct the "red team" or "penetration" testing component of the source code review, interactively identifying areas of focus for, and validating findings of, the source code review, as detailed below; and
- At least one associate whose primary responsibility is to assist the source code review by examining system documentation, Federal ITA and State testing reports and data, as well as available documentation related to actual system deployment and implementation in elections.

In addition to the three teams assigned to specific systems, a single team of at least two experts will evaluate all reviewed voting systems for accessibility for voters with disabilities and alternate language requirements.

The teams shall operate under the general leadership of the two Principal Investigators for the project. The Senior Reviewers for each team shall coordinate the activities of the team, including regular communications with teams reviewing other voting systems. The UC teams may, as necessary, communicate with representatives of the SOS, county representatives, voting system vendors or others to obtain information relevant to the investigation.

UC team members, regardless of employment status with UC, are acting at the behest of UC and are bound by the terms and conditions of UC, which is carrying out this project for the SOS. UC teams may include faculty members, experts from the private sector, graduate students and technical support staff identified by the Principal Investigators, subject to disclosure in the work plan to be provided by UC.

The Principal Investigators shall exercise due diligence to ensure team members possess the necessary qualifications to conduct tasks assigned to them and to ensure that no team member has any conflict of interest that would compromise that member's objectivity or professional judgment. All UC team members or other persons designated by the Principal Investigators to provide support for the project are required to sign non-disclosure statements and conflict-of-interest statements.

The SOS reserves the right to disapprove any key personnel named by UC Principal Investigators as members of the project teams on the basis of conflict of interest or lack of qualifications.

**4. Voting System Review Standards**

The UC teams shall provide an independent technical evaluation of the voting systems, referring in the conduct of their examinations, testing and reporting of results to the standards and definitions set forth in the 2002 Voluntary Voting System Standards, which are hereby incorporated by reference and made part

## **EXHIBIT A (Standard Agreement)**

of this agreement and may be found at [www.fec.gov](http://www.fec.gov). UC team reports will not render opinions on whether a voting system complies or fails to comply with one or more of the referenced standards. The UC teams will make their best efforts to identify the particular standard or standards to which their technical findings may be material. Any determination regarding whether a voting system complies or fails to comply with one or more of the referenced standards shall be made solely by the SOS. UC team reports to the SOS shall not make ultimate recommendations as to whether a voting system should remain certified or have its certification withdrawn; that determination shall be made solely by the SOS.

### **5. Voting System Review Activities and Chronology**

Each UC team will evaluate two voting systems, one during the first round and the other during the second round. For each system, the team will devote no less than three (3) weeks to examining, testing and preparing a draft report of material findings and conclusions, as well as any recommendations for changes in the system and potential mitigations for identified problems. Following completion of its review of its first system, the team will proceed immediately to its review of a second system.

The order in which the voting systems are reviewed will be determined randomly, using the system employed by the SOS to determine the assignment of numbers to ballot measures, except that if more than one version of a vendor's voting system is subject to review, the different versions will be assigned to the same UC team, and regardless of the priority ranking of the second version, the second version will be included in the second round of reviews. The UC team to which each voting system is assigned will be determined by the UC Principal Investigators under the general direction of the Secretary of State. The selection process will be conducted in public with advance notice of the date, time and place.

#### **Source Code Review**

Reviewers will review and evaluate overall system architecture and security, as well as relevant source code of the software and firmware used in the voting system, including: election management applications for election definition, ballot definition and layout, vote tabulation and reporting, auditing and security enforcement; firmware, software applications, non-COTS (commercial off-the-shelf) device drivers and customized or custom-developed operating systems of all vote recording devices, ballot marking devices, ballot scanning and tabulation devices and related peripherals (such as devices used to program voter access cards). The Reviewers may, at their discretion, review and evaluate any COTS components.

The source code review will primarily focus on and seek to identify any security vulnerabilities that could be exploited to alter vote recording, vote results, critical election data such as audit logs, or to conduct a "denial of service" attack on the voting system. The review will include, but not be limited to:

- Adherence to coding format conventions and standards;
  - Program logic and branching structure;
  - Commonly exploited input and output vulnerabilities, such as buffer overflows;
  - Error and exception handling; and
- Embedded, exploitable code (such as "Easter eggs") that can be triggered to adversely affect the system.

The source code reviewers will identify for the SOS any software tools necessary to facilitate this analysis. Upon mutual agreement as to necessity, availability and cost, the SOS agrees to purchase and make those software tools available to the reviewers. The SOS will be responsible for obtaining and providing all required source code from the voting system vendor.

The source code reviewers will coordinate their efforts and findings with team members reviewing system documentation and team members conducting the red team/penetration testing. Reviewers may communicate for this purpose by telephone and by encrypted e-mail, or any other communication method of equivalent security that has been approved in writing by the UC Principal Investigators.



**EXHIBIT A**  
**(Standard Agreement)**

**Red Team Testing**

Reviewers will conduct "red team" or "penetration" testing, of the functions and performance of voting systems, to identify and document vulnerabilities, if any, to tampering or error that could cause incorrect recording, tabulation, tallying or reporting of votes or that could alter critical election data such as election definition or system audit data. This testing will be conducted in secured facilities at the offices of the SOS in Sacramento. The red team/penetration testing will be conducted in accordance with Resolution # 17-05 of the Technical Guidelines Development Committee (hereafter "TGDC") of the U.S. Election Assistance Commission, adopted at the TGDC plenary meeting on January 18 and 19, 2005, which calls for

... testing of voting systems that includes a significant amount of open-ended research for vulnerabilities by an analysis team supplied with complete source code and system documentation and operational voting system hardware. The vulnerabilities sought should not exclude those involving collusion between multiple parties (including vendor insiders) and should not exclude those involving adversaries with significant financial and technical resources.

The red team/penetration testing may include but is not limited to:

- Examination of top-level system design and architecture;
- Examination of system documentation and procedures;
- Examination and open-ended testing of relevant software and operating system configuration;
- Examination and open-ended testing of hardware, including examination of unused hardware ports and the security measures to lock/seal hardware ports used;
- Examination and open-ended testing of system communications, including encryption of data, and protocols and procedures for access authorization.

The reviewers will identify for the SOS any software tools necessary to facilitate this testing. Upon mutual agreement as to necessity, availability and cost, the SOS agrees to purchase and make those software tools available to the reviewers. The SOS will be responsible for obtaining and providing working models of all voting system components, including election management application servers, voting devices, tabulation devices, related peripheral devices and executable object code.

At the SOS's option, reviewers may be required to demonstrate a proof-of-concept of any identified vulnerabilities in a publicly observed forum established by the SOS.

These reviewers will coordinate their efforts and findings with team members reviewing system documentation and team members reviewing system architecture and source code. Reviewers may communicate for this purpose by telephone and by encrypted e-mail.

Tools that the UC teams may use for source code review and red team/penetration testing include, but are not limited to:

**Debuggers that allow**

Statement by statement step execution

Breakpoint execution

Dynamic core memory review

Execution Path analysis

Data definition-use analysis

Dynamic core memory modification

Condition testing

Boundary value analysis

Entry point identification

**Automated software to detect well known vulnerabilities**

Buffer overflows

Dead code

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Race conditions  
Numeric overflows  
Other well-known vulnerabilities

Design construction tools

Display code structure  
Data/function connections

Software complexity metric tools that measure

Branch counts  
Number of modules  
Cohesion/coupling level  
Function points  
Number of distinct operators  
Number of operator occurrences  
Number of distinct operands  
Number of operand occurrences

Source code security analyzers such as Fortify SCA

Custom tools

During the course of the investigation, UC teams will likely encounter circumstances that require them to create and use custom software to illuminate module functionality, clarify cause and effect, or to understand complex software operation.

**Document Review**

At least one associate reviewer will be responsible for providing an analysis of the apparent security, accessibility, usability, reliability, accuracy and protection of ballot secrecy of the voting system, based on review of pertinent documents and interactions with the members of and the findings of the source code review team, the red team, and the accessibility testing team ("system-specific analysis"). Document associates, however, shall also have access to the documents of each voting system under review, including, but not limited to, developing criteria to guide each system-specific analysis and referencing other systems' documentation in a system-specific analysis.

For each system-specific analysis, the review will include but not be limited to the following documents related to the voting system:

- Reports from the examination and testing conducted by the federal Independent Testing Authorities (ITAs) related to the federal qualification of the voting system;
- Reports and available data from the State of California's certification examination and testing of the voting system, including any volume testing, for State certification of the system;
- Reports from independent examination and testing of the voting system; and
- Available documentation and data related to the implementation and deployment of the voting system in elections.

The document associate's review of the apparent usability of the voting system and its documentation shall include, but not be limited to, an evaluation, based on a review of vendor documentation of the system, of:

- Vendor technical documentation and specifications;
- Vendor protocols for Independent Verification and Validation testing, stress testing and Logic and Accuracy testing;
- Vendor documents and materials designed to instruct system users, including polling place staff and voters, on the use and operation of the system, including, but not limited to:
  - Election definition and set-up;
  - Ballot definition and layout;
  - System proofing to verify correct election programming and ballot definition;

**EXHIBIT A**  
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- Programming of related system components and peripherals, including ballot marking devices, vote recording devices, and ballot tabulation devices;
- Proper calibration and maintenance of all system components and peripherals, including ballot marking devices, vote recording devices, and ballot tabulation devices;
- Pre-election acceptance testing and pre- and post-election logic and accuracy testing of all appropriate system components and peripherals, including ballot marking devices, vote recording devices, and ballot tabulation devices;
- Appropriate security procedures and safeguards to protect the integrity of the system;
- Proper setup and operation of equipment;
- How to use the equipment to cast a ballot and record vote choices;
- Proper operation to tabulate ballots and report vote results;
- Clear instruction on how to backup and archive all key election data.

The document associate may also review electronic operating system event logs from recent statewide elections conducted on each voting system reviewed, such as the application log, security log and system log on systems that use a Windows operating system; vendor-specific Election Management Software logs, including the general audit log of operator activity, any specialized audit logs, such as logs of DRE uploads, central count scanning, or ballot preparation, and Logic and Accuracy testing audit logs (if separate from general audit logs).

The SOS will be responsible for obtaining and providing the above documents and data to the reviewer. Additionally, the document reviewer will be expected to research and consider readily available and relevant data related to the deployment of the voting system.

The document reviewers will coordinate their efforts and findings with team members reviewing system architecture and source code and with team members conducting the red team/penetration testing. Reviewers may communicate for this purpose by telephone and by encrypted e-mail.

**Accessibility Appraisal**

In addition to the teams described above to review each separate voting system, the SOS will identify the members of a separate team of at least two suitable experts who will be responsible with respect to all reviewed voting systems for:

- Reviewing the accessibility features for voters with disabilities and voters with alternative language requirements for all of the selected voting systems;
- Designing an appropriate testing protocol to appraise the compliance of these features with the Federal Help America Vote Act (HAVA), the Americans With Disabilities Act, the Voting Rights Act of 1965, Sections 19227, 19250 and 19251 of the Elections Code, which can be found at [www.leginfo.ca.gov](http://www.leginfo.ca.gov), and the standards and definitions on accessibility for voters with disabilities and with alternative language requirements in the 2005 Federal Voluntary Voting System Guidelines, which are hereby incorporated by reference and made part of this agreement and may be found at [www.eac.gov](http://www.eac.gov);
- Conducting testing of each of the selected voting systems in accordance with the protocols developed above;
- Capturing and analyzing the data from this accessibility testing; and
- Providing a report of their findings on the accessibility of each voting system for the SOS's use in determining whether the voting systems comply with the standards.

The accessibility experts will work under the general guidance of the Principal Investigators. Testing will be conducted with multiple individuals representing a cross-section of disabilities and alternative language requirements.

The testing will be documented by at least two video cameras. UC will be responsible for providing the necessary video cameras, media and videographer(s). The accessibility experts will be responsible for recruiting appropriate volunteer test subjects.

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**6. Project Planning and Management**

UC shall provide a qualified Project Manager who will be primarily responsible for developing a project plan, managing project resources and coordinating activities to ensure the successful and timely completion of the project. The Project Manager will serve as the primary point of contact for the UC Project Team and will provide status reports at least once a week to the designated SOS staff from project commencement until completion of the project.

**7. Other Requirements**

The project will commence upon execution of the agreement between the SOS and UC. All teams, except the accessibility experts, will begin their examination within two weeks of the execution of the agreement. All testing and examination shall be completed no later than July 13, 2007. The Senior Reviewers for each system shall provide the SOS with a final draft report for review and approval as meeting this Scope of Work no later than July 16, 2007. The project will conclude with the SOS's acceptance of the final version of each report, to occur no later than July 20, 2007.

As provided for in Section 9, Project Security, examination and review activities and analysis shall be conducted onsite at the SOS's facilities in Sacramento under secure conditions, except that review of documentation and source code may, on express written authorization of the SOS, be conducted at secure facilities of UC or subcontractors of UC.

Facilities for testing shall be available during normal business hours, from 8 a.m. until 5 p.m., Monday through Friday, excluding state holidays, unless otherwise determined through mutual agreement of the SOS and UC teams.

Nothing in this Statement of Work precludes the UC teams or the SOS from identifying tasks not specifically provided for in this Statement of Work that will contribute to successful completion of the project. When such tasks are identified, the UC teams and designated SOS personnel shall confer on a mutually agreed approach to conducting such tasks.

Representatives of the SOS, county representatives designated by the SOS, and any public representatives designated by the SOS shall have access to all testing facilities, records, equipment and members of the UC teams; they may also witness the red team or penetration testing as it is being conducted, subject to restrictions necessary to protect information that is proprietary or the disclosure of which could jeopardize voting system security.

**8. Deliverables**

**Project Plan**

By May 11, 2007, UC will provide, for SOS approval, a Project work plan that provides projected tasks, timelines, milestones and staffing assignments for conducting the review of voting systems that are consistent with the project scope as provided for in Section 2. This work plan shall include the names and resumes of all persons who will be members of the UC teams, accessibility experts, or otherwise contributing to the project, and shall clearly identify the assigned roles and responsibilities of each such team member. Additional personnel may be added after this date by mutual agreement of the Secretary of State and the Principal Investigators.

**Accessibility Test Plan and Testing Protocol**

By May 23, 2007, the accessibility experts will provide, for SOS approval, accessibility testing and test subject selection protocols.

**Findings and Reports**

UC teams will create and maintain documentation of source code review procedures, testing procedures, document examinations and resulting findings for the purpose of reporting their results to the SOS.

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**(Standard Agreement)**

As necessary and appropriate, a UC team will replicate any testing procedures that result in findings that a voting system fails to protect ballot privacy or is not secure, accessible, usable, reliable or accurate. The replication of those testing procedures shall be videotaped and become part of the final report on the voting system.

The Senior Reviewers for each UC team shall provide a draft final report of findings and recommendations to the SOS for review and consultation not later than June 15, 2007, for each voting system reviewed in the first round and not later than July 16, 2007, for each voting system reviewed in the second round. The report shall include: A clear description of the methodology used to test and examine the voting system; analysis of the resulting data and findings related to the system's security, accessibility, usability, accuracy and reliability; a comprehensive threat analysis of any security vulnerabilities identified and recommendations of any potential mitigations; and recommendations for changes in the voting system for future versions to enhance the system's protection of ballot secrecy, security, accessibility, usability, accuracy and reliability. If the accessibility experts have not completed their review of a voting system by the June 15, 2007, deadline for submission to the SOS of draft reports from the first round of reviews, their draft report shall be amended to add their findings and recommendations as soon as possible and in any event no later than July 16, 2007. The draft final report shall not make ultimate recommendations as to whether a voting system should remain certified or have its certification withdrawn; that determination shall be made by the SOS. The main report, which will be made public, should discuss findings in such a manner as to protect voting system security and the proprietary rights of the vendor. All specific data that could compromise the security of the voting system or that could compromise the vendor's proprietary rights will be included in a separate appendix provided to the SOS but not publicly released. The due date of the main report to be determined.

A UC team may include revisions in its final report on a voting system to reflect comments on the draft report from the SOS or SOS personnel.

All documentation produced in support of this project shall also be provided to the SOS and shall remain the property of the SOS

The SOS shall make the final report on each voting system public within 45 days after it is submitted, subject only to redactions required to avoid compromising the security of the voting system or the vendor's proprietary rights. No Principal Investigator, UC Senior Reviewer, Associate Reviewer or accessibility expert shall make or release any comments or other information about the processes, procedures, progress or findings of the voting system review or any draft or final report to any third party via any medium for 45 days from the submission of the final report to the SOS, or until the final report is made public by the SOS, whichever is sooner. Prior to that time, all inquiries should be directed to the SOS's Press Office.

**Deliverable Payments**

Because up to seven (7) systems maybe tested the cost per deliverable will be based upon the total number of systems tested. Please see Exhibit B-1, Deliverable Cost Detail.

**9. Project Security**

Testing, examination and review activities and analysis shall be conducted onsite at the SOS's facilities in Sacramento under secure conditions, except that review of documentation and source code may, on express written authorization of the SOS, be conducted at secure facilities of UC or subcontractors of UC.



**EXHIBIT A**  
**(Standard Agreement)**

**10. Research Resources Including Data, Information, Records and Equipment**

For the duration of the project, communications about the proprietary or confidential aspects of the project (including the process, procedures, practices, progress and findings) are limited to UC team members who may interact personally or via encrypted electronic media among themselves, with the SOS or with other parties designated by the SOS as appropriate and necessary to conduct the testing, examination and review of voting systems.

The SOS shall provide UC teams with all pertinent information and records that are required to be filed with the SOS pursuant to testing and certification procedures for the purpose of conducting voting system reviews, and other documentation as provided for in Section 4. UC teams may request technical and non-technical assistance, additional information and other resources available from the SOS, the voting system vendor's designated representative, or a third party as necessary to conduct a thorough test, examination or review of the voting system and voting system source code.

**11. Public Records Law**

UC teams are bound by the same terms and conditions under which the SOS is obligated under applicable federal and state laws and rules to maintain or protect from disclosure information, records and data that are confidential and exempt from public access as trade secrets.

In acknowledgement of these obligations, UC team members shall read and acknowledge in writing a nondisclosure statement provided by the SOS.

No confidential information, record or data identified as proprietary or confidential that is provided or accessed that directly pertains or exclusively relates to this voting system review shall be discussed, published, disclosed, transferred or otherwise communicated outside the scope of the voting system review. No confidential documents, files, papers, records, computer disks, or other tangible matters containing such proprietary or confidential data, files or records shall be removed from secured locations without express written permission of one of the Principal Investigators. These confidentiality restrictions shall apply only to material that is received from the State and identified in writing as confidential. The following information shall not be considered confidential information for the purposes of these restrictions: information that was already known to the receiving party, other than under an obligation of confidentiality, at the time of disclosure; or information that is now or hereafter becomes publicly known by other than a breach of the nondisclosure agreements associated with this project. These restrictions shall not be construed to prevent team members from conducting future research on voting systems, possibly including the ones examined in this review, after the completion of this project, so long as that research does not improperly use confidential information gained through this review. The Principal Investigator of each UC team shall be responsible for requiring all members of the UC team, and any other project participants, to execute acknowledgements that they have read, understood and agreed to abide by the terms and conditions of this Statement of Work. Such executed acknowledgement shall remain in effect for the duration of the project even in the event of resignation or termination of the UC team member or participant. Upon completion of the final report, all proprietary or confidential information, data, and documentation, original and copies, provided by the SOS to UC shall be returned promptly to the attention of Lowell Finley, Deputy Secretary of State, Voting Systems Technology and Policy, 1500 11<sup>th</sup> Street, Sacramento, CA 95814.

**12. Conclusion and Matters Not Covered**

If a matter or issue is encountered during the voting system review that is not provided for in this Statement of Work, the UC Project Manager or Principal Investigators shall notify the SOS for resolution. Additionally the SOS, if determined necessary, will generate a contract amendment.

**EXHIBIT A**  
**(Standard Agreement)**

**13. Project Representatives**

The project representatives during the term of this agreement will be:

State Agency: Secretary of State	Contractor: Regents of the University of California
Name: Theresa Finger, Special Projects Manager	Name: Samuela Evans
Phone: (916) 651-9532	Phone: (510) 987-9849

Direct all inquiries to:

State Agency: Secretary of State	Contractor: Regents of the University of California
Section/Unit: Contract Services	Section/Unit: Research Administration Office
Attention:	Attention: Samuela Evans
Address: 1500 11 <sup>th</sup> Street Rm. 460 Sacramento, CA 95814	Address: Office of the President 1111 Franklin Street 5 <sup>th</sup> Floor Oakland, CA 94607
Phone: (916) 653-5974	Phone: (510) 987-9849

**14. Requests For Services**

Requests for the services detailed above and under the terms of this Agreement shall be presented in writing by SOS directly to the Contracts and Grants Officers at individual UC campuses as identified in Exhibit A-2, Interagency Master Services Agreement, 06I58032, entitled "List of the University of California Contracts and Grants Offices". UC System may decline to provide requested services when such services are inconsistent or incompatible with its mission and purpose as defined in Section 9 of Article IX of the State of California Constitution or when the capability is not otherwise available.

Additionally, SOS and UC Campus Contracts and Grants Officer shall develop a mutually acceptable TO. The format of the TO and subjects to be covered are described in Attachment A-1, entitled "Task Order". The State is responsible for determining that sufficient funds are available for each Task Order for services the State requests from the UC.

No language, which may supersede the terms and conditions of this agreement, shall be written in the TOs or subsidiary agreements.



### EXHIBIT A-1: TASK ORDER

1. This Task Order (TO) is entered into pursuant to the provision of Interagency Master Agreement (IMA) No. \_\_\_\_\_, dated \_\_\_\_\_ between the California Secretary of State ("SOS") and the Regents of the University of California ("UC"). This TO implements, is made part of the IMA, and incorporates the IMA provisions applicable to TOs.
2. UC shall provide the State with the following services:
  - a. Description of work or services required.
  - b. Define any expected deliverables in terms of studies, reports, etc.
3. UC campus designated Principal Investigator is: \_\_\_\_\_. State Project Manager is \_\_\_\_\_.
4. Specify the effective date of the TO, the period of performance and schedule or completion of work including submission of reports. The performance period of any TO can not extend beyond the term of the Interagency Master Agreement.
5. Specify the amount to be paid.
6. Incorporate the budget mutually agreed to which details the direct and indirect costs of performing the project in accordance with Article 10. of the IMA.
7. This TO may be terminated by either party upon 30 days advance written notice.
8. Each TO shall be signed by an authorized representative of SOS and a UC Contracts Grants Officer from the applicable campus. Copies of each TO shall be provided to the UC campus Contracts and Grants Office and State.
9. Provide name and address of appropriate UC campus Accounting Office to which payments shall be sent.
10. UC Campus assigned this TO shall report to the Secretary of State at least every 90 (ninety) days until all funds received have been expended, on the status of the HAVA funds received for this TO, in a manner determined by the Secretary of State.

### AUTHORIZATIONS

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Date Authorized	SOS Representative Name and Title
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Date Authorized	UC C&G Officer Name and Title
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**EXHIBIT B  
(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the SOS agrees to compensate the UC System for the fixed deliverables specified herein.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate on an on-going basis for the duration of this Agreement to:

Secretary of State  
Attn: Accounts Payable  
P O Box 944260  
Sacramento, CA 94244-2600

- C. State agrees to make all payments on invoices in accordance with statute and will mail payment to the appropriate UC Campus Accounting Office as designated on the TO and Invoice.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program; this Agreement shall be of no further force and effect. In this event, the SOS shall have no liability to pay any funds whatsoever to UC System or to furnish any other considerations under this Agreement and UC System shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the SOS shall have the option to either cancel this Agreement with no liability occurring to the SOS, or offer an agreement amendment to UC System to reflect the reduced amount.

**3. Federal Funds**

- A. It is mutually understood between the UC System and SOS that this Agreement may have been written for the mutual benefit of both the UC System and SOS before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if the United States Government for the fiscal year 2006/2007 for the purpose of this program makes sufficient funds available to the SOS. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. The UC System and SOS mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. The SOS has the option to **invalidate** the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

**EXHIBIT B**  
**(Standard Agreement)**

**4. Cost and Budget Detail**

State agrees to pay UC the charges for services provided to State pursuant to this agreement as agreed to and as approved by State in the TO budget. The TOs shall have a description of the Statement of Work and deliverables expected of the project.

A. Direct Costs are those costs that can be identified specifically with a particular project. These include:

- a. Salaries and wages, and fringe benefits rates approved by UC. Budgets shall list the categories of personnel, salary rates and time proposed as expressed as a percent of effort.
- b. Materials and supplies.
- c. Travel and per diem.
- d. Subcontracts and/or consultants.
- e. Equipment to be purchased (itemized).

UC may rebudget up to 20% or \$10,000, whichever is less, of the total direct costs between existing budget items of a Task Order without formal amendment to the TO and without prior State approval. Any rebudgeting by UC in excess of 20% or \$10,000, whichever is less, of the total direct costs between existing budget line items of the TO may be approved by letter signed by or e-mail from State Program Manager.

B. Indirect or Overhead Costs are those costs incurred for common or joint objectives not readily and specifically identifiable with a particular project. In accordance with both State and University policy pertaining to the recovery of full costs, overhead costs are included as an allowable cost for performance under this IMA. State shall pay indirect costs of twenty-five (25) percent of modified total direct cost base.

**5. Deliverable Payments**

Please see Exhibit B-1, Deliverable Cost Detail.

**EXHIBIT B-1**  
**Deliverable Cost Detail**

	If 7 Systems, Costs per Each	# of Systems	Costs per Deliverable for 7 Systems
Draft Final of First Round Testing	\$ 78,571	7	\$ 550,000
			\$ -
Draft Final of Second Round Testing	\$ 71,429	7	\$ 500,000
			\$ -
Final Report	\$ 74,586	7	\$ 522,100
			\$ -
Travel	\$ 37,200	7	\$ 260,400
Total Contract Costs	\$ 1,832,500		\$ 1,832,500

	If 6 Systems, Costs per Each	# of Systems	Costs per Deliverable for 6 Systems
Draft Final of First Round Testing	\$ 91,667	6	\$ 550,000
Draft Final of Second Round Testing	\$ 64,458	6	\$ 386,746
Final Report	\$ 73,321	6	\$ 439,928
Travel	\$ 37,333	6	\$ 224,000
Total Contract Costs	\$ 1,600,675		\$ 1,600,675

	If 5 Systems, Costs per Each	# of Systems	Costs per Deliverable for 5 Systems
Draft Final of First Round Testing	\$ 110,000	5	\$ 550,000
Draft Final of Second Round Testing	\$ 54,703	5	\$ 273,513
Final Report	\$ 71,562	5	\$ 357,812
Travel	\$ 37,520	5	\$ 187,600
Total Contract Costs	\$ 1,368,925		\$ 1,368,925

# **EXHIBIT B-1**

## **Deliverable Cost Detail**

	If 4 Systems, Costs per Each	# of Systems	Costs per Deliverable for 4 Systems
Draft Final of First Round Testing	\$ 125,000	4	\$ 500,000
Draft Final of Second Round Testing	\$ 55,878	4	\$ 223,513
Final Report	\$ 65,616	4	\$ 262,462
Travel	\$ 37,800	4	\$ 151,200
Total Contract Costs	<u>\$ 1,137,175</u>		<u>\$ 1,137,175</u>

	If 3 Systems, Costs per Each	# of Systems	Costs per Deliverable for 3 Systems
Draft Final of First Round Testing	\$ 150,000	3	\$ 450,000
Draft Final of Second Round Testing	\$ 57,838	3	\$ 173,513
Final Report	\$ 55,704	3	\$ 167,112
Travel	\$ 38,267	3	\$ 114,800
Total Contract Costs	<u>\$ 905,425</u>		<u>\$ 905,425</u>

Each of the above deliverables include a 25% overhead cost in accordance with Exhibit B, Budget Detail and Payment Provisions, Item 4, Cost and Budget Detail, Subsection B, Indirect or Overhead Costs.

**EXHIBIT D**  
**(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

**1. Interagency Master Agreement**

All terms and conditions of the Interagency Master Agreement (IMA), agreement number 06I58032, by and between the SOS and the UC are hereby made part of this agreement.

- A. Exhibit D, Item 9, Incompatible Activities, of IMA 06I58032, only applies to those UC staff and contractors working on the project team of this project.

**2. Contractor HAVA Activity Reports**

All UC team members working under this agreement shall complete a Contractor HAVA Activity Report, please see sample that is Exhibit F. Monthly Activity reports shall be submitted to the SOS Project Manager no later than the fifth business day of the following month.

# EXHIBIT F

STATE OF CALIFORNIA - SECRETARY OF STATE

## CONSULTANT SOURCE CODE REVIEW TIME REPORT

NAME		SCHOOL, COMPANY, ASSOCIATION		Days/Hours	Month/Year																														
PROJECT TITLE		Location		TIMEBASE FULL	PART																														
Top-to-Bottom Review																																			
HAVA ACTIVITY HOURS		PROGRAM TIME REPORTING																																	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	ACTIVITY	PCA	HRS	
																																	Document Review		0.00
																																	Source Code Review		0.00
																																	"Red Team" Testing		0.00
																																	Accessibility Appraisal		0.00
																																	Project Planning and Management		0.00
																																	Finding and Reports		0.00
																																	Videography		0.00
																																Total Monthly	Hours	0.00	
SIGNATURE OF CONSULTANT		DATE		SIGNATURE OF SOS PROJECT MANAGER		DATE																										C. Reynolds Approval			



**California Voting Systems Top-To-Bottom Review Team Members****David Wagner, Principal Investigator at UC Berkeley**

Associate Professor, Computer Science Division, University of California, Berkeley. Research interests include computer security, especially security of large-scale systems and networks, and applications of static and dynamic program analysis to computer security, currently working on software security, electronic voting, and other topics. He is a participant in the ACCURATE center on voting systems, funded by the National Science Foundation.

**Source code review:**

Matt Blaze, Associate Professor of Computer Science, University of Pennsylvania, an internationally recognized expert in computer security, cryptography and the interplay of technology and public policy.

Eric Rescorla, Chief Scientist of Network Resonance, Inc., a network security research and development company located in Palo Alto, California. His research interests focus on communications security and evidence-based analysis of security strategies. He is active in the standards community, serving as Internet Engineering Task Force ("IETF") Transport Layer Security ("TLS") working group chair, the editor of the TLS and HTTP over TLS specifications as well as numerous other IETF documents. He has served on the Internet Architecture Board since 2002.

Dan Wallach, Associate Professor in the systems group at Rice University's Department of Computer Science, heads Rice's computer security lab, and the associate director of the ACCURATE center. His research interests include mobile code security, peer-to-peer networking security, wireless security, and the security of electronic voting systems. He is currently on sabbatical at Stanford University and SRI International.

Naveen Sastry, Ph.D., Computer Science, UC Berkeley. Dissertation: "Verifying Security Properties in Electronic Voting Machines."

Hovav Shacham, postdoctoral fellow, Weizmann Institute of Science, Faculty of Mathematics and Computer Science. Ph.D. in applied cryptography and systems security, Stanford University, Dept. of Computer Science.

Chris Karlof, graduate student, computer science, UC Berkeley.

Arel Cordero, graduate student, computer science, UC Berkeley.

Till Stegers, graduate student, computer science, UC Davis.

Sophie Engle, graduate student, computer science, UC Davis.

Micah Sherr, graduate student, computer and information science,  
University of Pennsylvania.

Ka-Ping Yee, graduate student, computer science, UC Berkeley.

Seenu Inguva, graduate student, computer science, Stanford University.

Harlan Yu, graduate student, computer science, Princeton University.

William Zeller, graduate student, computer science, Princeton University.

Joseph Calandrino, graduate student, computer science, Princeton  
University.

J. Alex Halderman, graduate student, computer science, Princeton  
University.

Document review:

Deirdre K. Mulligan, Director of the Samuelson Law, Technology & Public Policy Clinic, a Clinical Professor of Law at the UC Berkeley School of Law (Boalt Hall) and a member of the ACCURATE center. Before coming to Boalt, she was staff counsel at the Center for Democracy & Technology in Washington, D.C.

Laura Quilter, J.D., Non-Resident Fellow/Fellow & Instructor, Samuelson Law, Technology & Public Policy Clinic, UC Berkeley.

Aaron Burstein, J.D., TRUST and ACCURATE Research Fellow, UC Berkeley School of Law (Boalt Hall), conducting research into legal and public policy issues surrounding electronic voting systems.

Joseph Lorenzo Hall, MA, MIMS, Ph.D. candidate in the Department of Information Management and Systems, UC Berkeley.

Nathan Good, graduate student, School of Information, UC Berkeley.

Candice Hoke, Associate Professor of Law and Director, Center for Election Integrity, Cleveland State University.

Tom Ryan, J.D. candidate, May 2007, Cleveland-Marshall College of Law, Cleveland State University; Technical Staff, Center for Election Integrity, Public Monitor of Cuyahoga County, Ohio Election Reform.

Dave Kettyle, J.D. candidate, 2008, Case Western University School of Law; Technical Staff, Center for Election Integrity, Public Monitor of Cuyahoga County, Ohio Election Reform.

**Matt Bishop, Principal Investigator at UC Davis**

**Red Team Testing:**

Richard Kemmerer, Professor, Computer Security Group, Dept. of Computer Science, UC Santa Barbara.

Giovanni Vigna, Associate Professor, Computer Security Group, Dept. of Computer Science, UC Santa Barbara.

Robert P. Abbott, Abbott Computer Partners.

Sujeet Shenoi, Consilium Consulting. Dr. Shenoi is the Charles W. Oliphant Professor of Computer Science at the University of Tulsa. As a member of the Center for Information Security, an NSA Center of Excellence for Information Assurance Education and Research, Dr. Shenoi is involved in several security projects: protocol verification, intrusion

detection and countermeasures, secure interoperability and programmable security.

Jeremy Epstein, Senior Director, Product Security, webMethods, Inc., headquartered in Fairfax, Virginia, whose government clients include the Army Aviation and Missile Command, Defense Information Systems Agency, Defense Logistics Agency, Space and Naval Warfare Systems Center San Diego, and the U.S. Department of Defense.

F. Valeur, post-doctoral fellow, computer science, UC Santa Barbara.

W. Robertson, graduate student, computer science, UC Santa Barbara.

Jeff Rowe, post-doctoral fellow, computer science, UC Davis.

Elliot Proebstel, graduate student, computer science, UC Davis.

#### Accessibility Reviewers:

Noel Runyan, an electrical engineer and computer scientist with over 33 years experience in design and manufacturing of access technology systems for people with disabilities. For the last four years, he has concentrated on the accessibility of voting systems.

James Tobias, President, Inclusive Technologies, has worked in the field of technology and disability for twenty-five years. Beginning at Berkeley's Center for Independent Living, he has worked as a rehabilitation engineer with schools, hospitals, private organizations, companies, and state and federal agencies. He worked for ten years at Bell Labs and Bellcore, providing telecommunications and disability consulting for Bell companies and other telecommunications and information industry clients.

**Attachment "A"****Confidentiality and Other Restrictions Agreement Between the California Secretary of State and Providers and/or Examiners of Voting System Hardware, Firmware and/or Software of County of Los Angeles.**

This Agreement ("Agreement" or "Confidentiality Agreement") is entered into this 24<sup>th</sup> day of May, 2007, between the California Secretary of State ("State") and the Regents of the University of California ("Provider" or "Examiner"). For purposes of this Agreement, a "Provider" is an individual or entity that has access to source codes of County of Los Angeles ("Vendor") pursuant to an agreement between Vendor and State. For purposes of this Agreement, an "Examiner" is a person or entity that examines the engineering and design features of the Voting System described in this Agreement without access to or using the Voting System source codes. It is the intent of the parties to this Agreement that the intellectual properties of the Vendor that are analyzed or examined on behalf of the State be fully protected from unauthorized disclosures and misuse, but that the Provider or Examiner be able to fully analyze, on behalf of the State, the Voting System to ensure that it is accurate, reliable, secure and protects the voters' secret ballot from unauthorized disclosure and is suitable for use in California elections. This Agreement shall be effective upon execution by both parties and shall remain in effect until it is terminated by the written agreement of both parties to this Agreement. Capitalized terms have the meanings as provided in this Agreement.

**1. Receipt of Documentation by Provider.**

Provider agrees that any license it receives pursuant to a separate agreement between Vendor and the State with respect to the Voting System, shall be a non-exclusive, non-transferable royalty free license, without the right of sublicense, to possess and utilize the source code (including, but not limited to, manual line-by-line review), object code, and any associated materials, for the Voting System described below for the sole purpose of analyzing the security, accuracy, functionality, reliability, accessibility, privacy, usability, complexity, manageability, dependence on commercial off-the-shelf ("COTS") software, programming style, documentation adequacy, and/or other engineering properties of the Voting System and reporting the results to the State orally and in writing, described herein as the Purpose of this Agreement. "Provided Documentation" is defined to include all hardware, firmware, and software of the Voting System, and any materials provided by Vendor relating to such hardware, firmware, and software or any aspect of the operation of the Voting System, to which Provider gains access solely pursuant to this Agreement and not by other lawful means whether prior to, during, or after the term of this Agreement. The Voting System that is the subject of this Agreement is defined as follows:

**COUNTY OF LOS ANGELES INKAVOTE OPTICAL SCAN VOTING SYSTEM:**

Microcomputer Tally System (MTS) version 1.3.1, LRC 1000 CPM Card Reader, InkaVote Vote Recorder Device

## **2. Restrictions on Use of Provided Documentation by Provider.**

(a) The Provided Documentation shall be licensed to Provider solely and exclusively to carry out the Purpose of this Agreement and for no other activities.

(b) Provider and State acknowledge that the Provided Documentation includes material that must be treated as the strictly-confidential trade secret information of Vendor. Unless required to do so by judicial process or legislative or administrative subpoena, Provider shall not disclose or release the Provided Documentation or any information therein, to any third party other than (1) Provider's regular employees or agents who have a need to access the Provided Documentation for carrying out the Purpose of this Agreement, (2) other Providers and Examiners, and their agents and regular employees, who have also executed a Confidentiality Agreement concerning the Voting System, (3) the State. Disclosures to the State shall occur as per this Agreement and the Scope of Work executed by the Regents of the University of California and the California Secretary of State. Provider shall limit the installation of the Provided Documentation to computer workstations within its facility that are not connected to any internal or external network, provided that individual computer workstations on which the Provided Documentation are installed may be networked together as long as there is no connection (an "airgap") to any other internal or external network. Provider shall not reproduce, perform, distribute or prepare works derivative of the Provided Documentation except for the Purpose of this Agreement.

(c) The licenses granted to Provider under any Agreement between State and Vendor are not transferable or assignable in whole or in part without the express prior written consent of Vendor, and any unauthorized assignment or transfer shall be null and void for all purposes. No other or implied licenses are granted. Provider's license rights are limited solely to Provider's internal activities related to the Purpose of this Agreement and do not extend to any other entity or activity.

(d) Notwithstanding the foregoing, Residuals shall not be subject to restrictions on disclosure or use. "Residuals" means intangible ideas, concepts, know-how, and/or techniques that are retained solely in human memory by Provider's employees or agents who access the Provided Documentation in the normal course of carrying out the Purpose of this Agreement and who have made no effort to either memorize information in the Provided Documentation or to refresh their recollection by reviewing any Provided Documentation in anticipation of or in conjunction with the use of Residuals. The parties acknowledge that Providers and their employees and agents have previously researched and published on voting technology topics, possibly including the Voting System defined in this Agreement; so long as they comply with the other terms of this paragraph they are not constrained from conducting and publishing additional research on voting systems, including the Voting System defined in this Agreement.



### **3. Restrictions on Use of Provided Documentation by Examiners.**

(a) Examiner and State acknowledge that the Provided Documentation includes material that must be treated as the strictly-confidential trade secret information of Vendor. Unless required to do so by judicial process or legislative or administrative subpoena, Examiner shall not disclose or release the Provided Documentation or any information therein, to any third party other than (1) Examiner's regular employees or agents who have a need to access the Provided Documentation for carrying out the Purpose of this Agreement, (2) other Providers and Examiners, and their agents and regular employees, who have also executed a Confidentiality Agreement concerning the Voting System, (3) the State. Disclosures to the State shall occur as per this Agreement and the Scope of Work executed by the Regents of the University of California and the California Secretary of State.

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### **4. Non-Confidential Information.**

The following information shall not be considered confidential information for the purposes of this Agreement: information that was already known to the Provider or Examiner, other than under an obligation of confidentiality, at the time of disclosure; information that became known to the Provider or Examiner from a third party imposing no obligation of confidentiality and who did not acquire such information directly or indirectly from the Vendor; or information that is now or hereafter becomes publicly known by other than a breach of the nondisclosure agreements associated with this project. These restrictions shall not be construed to prevent Provider or Examiner or individuals who have acknowledged this agreement by their signatures from conducting future research on voting systems, possibly including the ones examined in this review, after the completion of this project, so long as that research does not improperly use confidential information gained through this review.



##### **5. Breach of Agreement.**

It is understood and agreed by Provider or Examiner that any adjudicated material breach of this Agreement by Provider or Examiner, its employees or agents may constitute a breach of State's Agreement with Vendor, with respect to same and that Provider or Examiner shall hold State harmless for any such State's imputed breach but only to the extent that State has not contributed to such breach of its agreement with Vendor and further to the extent that such breach is the result of negligence or intentional act of Provider or Examiner.

If an investigation or suit should be initiated against a Provider or Examiner for alleged material breaches of this Agreement, the State shall hold such Provider or Examiner harmless for any disclosures reasonably attributable to the State or Vendor, including their agents or employees.

In case a suit or alternative form of dispute resolution should be brought against the Provider or Examiner for alleged breaches of this Agreement, or the Provider or Examiner should consult legal counsel because of a dispute with the Vendor, the State shall indemnify the Provider or Examiner for any settlement for or award of money damages and shall reimburse the Provider or Examiner for all costs of legal representation and consultation, unless it is finally proven in a court of competent jurisdiction that the Provider or Examiner materially breached this Agreement.

The State shall reimburse the Provider or Examiner for any costs incurred, including but not limited to attorney's fees, by the Provider or Examiner in response to a request by the State, or any political subdivision thereof, for any voluntary assistance rendered to a civil, criminal, or administrative proceeding involving the Voting System described in this Agreement. In case of a Provider or Examiner's participation under compulsory process in such a proceeding, the State shall take reasonable measures to minimize the expense to the Provider or Examiner of his or her participation.

##### **6. Integration of Agreements.**

Interpretation of this Confidentiality Agreement shall occur with reference to Master Agreement Number 06I58101 executed by the Regents of the University of California and the California Secretary of State. If any material inconsistencies are found, the provisions in the Master Agreement shall take priority and govern to the exclusion of those in this Confidentiality Agreement.

STATE OF CALIFORNIA

By: Evan I. Goldberg  
(Signature)

Evan Goldberg  
Chief Deputy Secretary of State

1500 11<sup>th</sup> Street, 6<sup>th</sup> Floor  
Sacramento, CA 95814  
916-653-7244  
[Evan.Goldberg@sos.ca.gov](mailto:Evan.Goldberg@sos.ca.gov)

**READ AND ACKNOWLEDGED By:**  
Name and Role: David Wagner, Principal  
Investigator

**READ AND ACKNOWLEDGED**

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Name and Role: \_\_\_\_\_

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Name and Role: \_\_\_\_\_

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA  
(PROVIDER OR EXAMINER)

By: Marcia Smith  
(Signature) 5/25/2007

Marcia Smith  
Assistant Vice Chancellor, Research  
and Compliance

University of California, Berkeley  
Sponsored Projects Office  
2150 Shattuck Avenue, Ste., 313  
Berkeley, CA 94704-5940

(510)642-2866  
[m\\_smith@berkeley.edu](mailto:m_smith@berkeley.edu)

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SYSTEM:**

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InkaVote Vote Recorder Device**



## **2. Restrictions on Use of Provided Documentation by Provider.**

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#### **5. Breach of Agreement.**

It is understood and agreed by Provider or Examiner that any adjudicated material breach of this Agreement by Provider or Examiner, its employees or agents may constitute a breach of State's Agreement with Vendor, with respect to same and that Provider or Examiner shall hold State harmless for any such State's imputed breach but only to the extent that State has not contributed to such breach of its agreement with Vendor and further to the extent that such breach is the result of negligence or intentional act of Provider or Examiner.

If an investigation or suit should be initiated against a Provider or Examiner for alleged material breaches of this Agreement, the State shall hold such Provider or Examiner harmless for any disclosures reasonably attributable to the State or Vendor, including their agents or employees.

In case a suit or alternative form of dispute resolution should be brought against the Provider or Examiner for alleged breaches of this Agreement, or the Provider or Examiner should consult legal counsel because of a dispute with the Vendor, the State shall indemnify the Provider or Examiner for any settlement for or award of money damages and shall reimburse the Provider or Examiner for all costs of legal representation and consultation, unless it is finally proven in a court of competent jurisdiction that the Provider or Examiner materially breached this Agreement.

The State shall reimburse the Provider or Examiner for any costs incurred, including but not limited to attorney's fees, by the Provider or Examiner in response to a request by the State, or any political subdivision thereof, for any voluntary assistance rendered to a civil, criminal, or administrative proceeding involving the Voting System described in this Agreement. In case of a Provider or Examiner's participation under compulsory process in such a proceeding, the State shall take reasonable measures to minimize the expense to the Provider or Examiner of his or her participation.

#### **6. Integration of Agreements.**

Interpretation of this Confidentiality Agreement shall occur with reference to Master Agreement Number 06158101 executed by the Regents of the University of California and the California Secretary of State. If any material inconsistencies are found, the provisions in the Master Agreement shall take priority and govern to the exclusion of those in this Confidentiality Agreement.

STATE OF CALIFORNIA

By Evan J. Goldberg  
(Signature)

Evan Goldberg  
Chief Deputy Secretary of State  
1500 11<sup>th</sup> Street, 6<sup>th</sup> Floor  
Sacramento, CA 95814  
916-653 7244  
[Evan.Goldberg@sos.ca.gov](mailto:Evan.Goldberg@sos.ca.gov)

READ AND ACKNOWLEDGED

By:  
Name and Role: Matthew Bishop, Principal  
Investigator

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By: \_\_\_\_\_  
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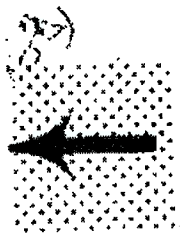
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Name and Role: \_\_\_\_\_

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA  
(PROVIDER OR EXAMINER)

By: Ahmad Hakimi-Elahi  
(Signature)

Name and Title: Ahmad Hakimi-Elahi  
Director, Sponsored Programs  
Address: 1850 Research Park Drive  
Suite 300  
Davis CA 95616  
Telephone: 530-747-3828  
E-mail: [vcresearch@ucdavis.edu](mailto:vcresearch@ucdavis.edu)



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